

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA A. FIELDS	:	
Plaintiff,	:	CIVIL ACTION
	:	
vs.	:	
	:	
	:	NO. 06-89
UNITED STATES OF AMERICA,	:	
JOAN GARNER, and CHRISTOPHER	:	
BOYLE	:	
Defendants.	:	

ORDER

AND NOW, this 19th day of May, 2006, upon consideration of pro se plaintiff's Complaint and Motion for Judgment (Document No. 1), removed to this Court on January 9, 2006, and Defendant Boyle's Motion to Dismiss Plaintiff's Complaint (Document No. 5, filed January 17, 2006), **IT IS ORDERED** that Defendant Boyle's Motion to Dismiss Plaintiff's Complaint is **GRANTED**. Plaintiff's Complaint is **DISMISSED**, plaintiff's Motion for Judgment is **DENIED**, and the entire action is **DISMISSED WITH PREJUDICE**.

IT IS FURTHER ORDERED that the Clerk of Court shall **MARK** the case **CLOSED** for **STATISTICAL PURPOSES**.

MEMORANDUM

Pro se plaintiff Patricia A. Fields is again before the Court, seeking to re-open litigation which was settled. After plaintiff filed a Complaint and a Motion for Judgment in the Montgomery County Court of Common Pleas, defendants United States of America and Joan Garner removed the case to federal court. For the reasons set forth below, the Court grants defendant Boyle's Motion to Dismiss, dismisses plaintiff's Complaint, denies plaintiff's Motion

for Judgment, and dismisses the entire action.

I. BACKGROUND

The Court will only recite the facts necessary to the outcome of the case, as a complete statement of the facts of plaintiff's previous case is found at Fields v. Blake, 349 F. Supp.2d 910, 914 (E.D. Pa. 2004); see also Fields v. Schaffer, 2005 WL 78928, at *1 (E.D. Pa. Jan. 12, 2005).

A. Plaintiff's previous case

Plaintiff's previous lawsuit, Civil Action No. 03-2150, arose out of events that took place at the Naval Air Station Joint Reserve Base in Willow Grove, Pennsylvania, where plaintiff, Patricia A. Fields, and her daughter were staying. On April 17, 2001, the Horsham Township Police Department executed an outstanding arrest warrant for plaintiff at the base. During the search and arrest, plaintiff alleged that she was physically and verbally assaulted by a police officer, Sergeant Bernard Schaffer, of the Horsham Township Police Department. Plaintiff also contended that her civil rights were violated when she was escorted off the base with a "forged warrant," and allegedly drugged, convicted, and falsely imprisoned. Fields v. Schaffer, 2005 WL 78928, at *1.

Plaintiff originally sued the Department of the Navy, Captain J. C. Blake, Petty Officer John Clark, Sergeant Schaffer, and the Horsham Township Police Department. A motion for summary judgment filed by Captain Blake and Petty Officer Clark was granted. Fields v. Blake, 349 F. Supp.2d 910 (E.D. Pa. 2004).

After a settlement conference before Magistrate Judge Reuter, plaintiff's case against the

remaining defendants, United States of America,¹ Sergeant Schaffer, and the Horsham Township Police Department was settled for \$ 4,000.00. Defendant United States of America agreed to pay \$ 3500.00; defendants Sergeant Schaffer and the Horsham Township Police Department agreed to pay \$ 500.00. The defendants, through counsel, and plaintiff, representing herself, executed a Stipulation for Compromise Settlement on June 15, 2005 in Judge Reuter's presence. The Stipulation stated that plaintiff accepted the \$ 4,000.00 payment

in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, whether mental, emotional, or physical, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, and/or Bernard Schaffer, and/or Horsham Township Police Department, or any of their agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned lawsuit.

Stipulation ¶ 3. Plaintiff also agreed, in consideration for the \$ 4,000.00, to dismiss the action with prejudice. Id. ¶ 8. On July 19, 2005, after plaintiff received the two settlement checks,² the Court issued an Order dismissing the case with prejudice, pursuant to Local Rule 41.1(b).

Despite the settlement agreement, plaintiff continued to file motions with the Court, including an Emergency Motion for a Settlement Conference, Motion for Trial, Motion for Reconsideration, Motion to Stay And/Or Vacate, and a Second Amended Motion to Reconsider or Vacate. These motions focused on the fact that the \$ 500.00 settlement check, issued on behalf of Sergeant Schaffer and the Horsham Township Police Department, was made out to

¹ The United States was substituted as a defendant for the Department of the Navy. See Fields v. Blake, 349 F. Supp.2d 910, 913 n.2 (E.D. Pa. 2004)

² Plaintiff received the \$ 500.00 check on June 15, 2005, and signed a statement acknowledging receipt. She received the \$ 3500.00 check on July 14, 2005.

“Patricia Fields,” instead of “Patricia A. Fields.” (The check from the United States for \$ 3500.00 was made out to “Patricia A. Fields.”) Plaintiff’s motions were all denied on the basis that the Court had already dismissed the action with prejudice, and that there was “no merit” to plaintiff’s contentions “with respect to the manner in which the settlement checks were issued.” See Court’s Order of July 25, 2005. On August 5, 2005, the Court issued an Order stating that it would no longer consider any motions, applications or requests from plaintiff, and that all such motions, applications or requests would be denied without further explanation.

B. The current lawsuit

Several months later, on October 5, 2005, plaintiff filed a Complaint in the Montgomery County Court of Common Pleas.³ Named as defendants were the United States of America, Joan K. Garner, who represented the United States in the previous case, and Christopher P. Boyle, an attorney who represented Sergeant Schaffer and Horsham Township Police Department in the previous case. Plaintiff alleges that the defendants deliberately violated the Stipulation for Compromise Settlement “by making false misrepresentations on the partial settlement check made out to someone other than the name in the caption of the lawsuit.” Compl. at 2. Plaintiff explains that, because she has been the victim of “countless identity theft,” she is “very cautious” about how her name is presented. Id.

Plaintiff next filed a Motion for Judgment in the Montgomery County Court of Common Pleas on December 12, 2005, alleging “that the defendants in this case, military, continue to file false police complaints against me with civilian law enforcement through identity theft.” The

³ In the Complaint, plaintiff explains that she filed suit in Montgomery County Court rather than in federal court “due to conflict of interest.”

United States, on behalf of itself and defendant Garner, filed a Notice of Removal on January 9, 2006. Despite removal, plaintiff filed a Third Motion for Judgment, By Default [sic],⁴ on January 31, 2006 in the Montgomery County Court of Common Pleas.⁵

Thereafter, plaintiff filed a number of motions with the Court, including a document entitled “Response to Judge Daniele’s Order of 10 Feb 06,” a Motion for Emergency Hearing, an Immediate Motion to Remand the Above Case Back to State Court or To Finalize Every Aspect of It in This Court Immediately, an Emergency Motion for a Restraining Order and Settlement, and an Amended Motion of May 10. The Court issued an Order on May 10, 2006 denying all of these motions. Still pending are the two filings removed from the Montgomery County Court of Common Pleas, plaintiff’s Complaint and her Motion for Judgment, as well as defendant Boyle’s Motion to Dismiss.

II. LEGAL ANALYSIS

Plaintiff’s Complaint alleges, in its entirety:

This case in which the above Defendants are named is a closed case from the U S District Court of Philadelphia, Pa., Civil Criminal Action No. 03-2150, and these Defendants were the acting attorney’s for the Defendants in that case. On 15 June 05, these Defendant’s deliberately violated the Stipulation for Compromise Settlement Agreement by making false misrepresentations on the partial settlement check made out to someone other than the name in the caption of the lawsuit.

⁴ There is no Second Motion for Default Judgment in the record received from the Montgomery County Court of Common Pleas.

⁵ Once a state court action is removed to federal court, the federal court is vested with exclusive jurisdiction. Tehan v. Disability Mgmt. Servs., Inc., 111 F. Supp.2d 542, 547 (D.N.J. 2001); Fischman v. Fischman, 470 F. Supp. 980, 984 (E.D. Pa. 1979). Any motion filed by plaintiff in state court after removal, including the Third Motion for Judgment, By Default [sic], is void. Id. Therefore the Court dismisses plaintiff’s Third Motion for Judgment, By Default [sic] for lack of jurisdiction.

I had explained in the beginning of the suit that I was a victim of countless identity theft, and was very cautious of how my name was presented, but these Defendants were accommodating individuals that were discretely involved in the suit, whom had stolen my identity and put my daughter and me in continuous harms way. I brought this case to the Commonwealth Court, due to conflict of interest in the U S District Court.

Essentially, plaintiff seeks to reopen the settlement agreement reached in her prior case, Civil Action No. 03-2150. Therefore, the Court will analyze her Complaint under Local Rule 41.1(b), which governs modification of settlement agreements, and Federal Rule of Civil Procedure 60(b), which provides for relief from final judgment. Plaintiff's Motion for Judgment, also filed in the Montgomery County Court of Common Pleas, raises different issues and will be analyzed separately.

A. Plaintiff's Complaint

Local Rule 41.1(b) provides, in relevant part:

Whenever in any civil action counsel shall notify the Clerk or the judge to whom the action is assigned that the issues between the parties have been settled, the Clerk shall, upon order of the judge to whom the case is assigned, enter an order dismissing the action with prejudice, without costs, pursuant to the agreement of counsel. Any such order of dismissal may be vacated, modified, or stricken from the record, for cause shown, upon the application of any party served within ninety (90) days of the entry of such order of dismissal.

In plaintiff's previous case, the Court's July 19, 2005 Order dismissing her case with prejudice was issued pursuant to Local Rule 41.1(b). While that Order referenced the terms of the Stipulation for Compromise Settlement signed by the parties, it did not incorporate the agreement.⁶ The distinction is important, because the Third Circuit has held that a district court does not have jurisdiction to enforce a settlement agreement unless that agreement is

⁶ A document is incorporated when it is specifically referenced by another document. Black's Law Dictionary 781 (8th ed. 2004). The reference to the "Settlement Agreement" in the July 19, 2005 Order is not sufficient to incorporate the Stipulation for Compromise Settlement.

incorporated into an order or judgement of the court. Sawka v. Healtheast, Inc., 989 F.2d 138, 141 (3d Cir. 1993). “[U]nless a settlement is part of the record, incorporated into an order of the district court, or the district court has manifested an intent to retain jurisdiction, it has no power beyond the Rules of Civil Procedure to exercise jurisdiction to enforce a settlement.” Id.; see also Pamela Minford’s Fountainhead Inn v. Security Indem. Ins. Co., 2004 WL 1834276, at *1 (E.D. Pa. July 28, 2004). Because the Court’s July 19, 2005 Order did not express an intent to retain jurisdiction over plaintiff’s case or incorporate the terms of the settlement reached, the Court does not have jurisdiction to reopen or enforce that settlement.

The Court may dismiss a case sua sponte for lack of subject matter jurisdiction. Nesbit v. Gears Unlimited, Inc., 347 F.3d 72, 77 (3d Cir. 2003). Therefore, because plaintiff’s Complaint seeks to reopen and enforce a settlement agreement over which the Court has no subject matter jurisdiction, the Court dismisses plaintiff’s Complaint on that ground.

Assuming arguendo that the Court did have jurisdiction over plaintiff’s request to reopen the settlement agreement, the Court concludes that plaintiff’s request is utterly without merit.⁷ A court may only vacate, modify, or strike an order of dismissal issued pursuant to Local Rule 41.1(b) “for cause shown.” Plaintiff bears the burden of showing “good cause” why the order of dismissal should be set aside or modified. Max Control Systems, Inc. v. Industrial Systems, Inc., 2001 WL 1160760, at *2 (E.D. Pa. July 30, 2001). Good cause may be found where the parties “did not have a meeting of the minds on all issues so as to settle the matter,” or where the dismissal order was prematurely entered. De Lage Landen Fin. Servs., Inc. v. Sprint Spectrum,

⁷ The Court notes that plaintiff filed her Complaint on October 5, 2005, which was within ninety days of the entry of the Court’s Order of July 19, 2005. Local Rule 41.1(b) requires that a motion to vacate, modify, or strike be filed within ninety days.

L.P., 2002 WL 1896123, at *1 n.2 (E.D. Pa. Aug. 15, 2002) (internal citations and quotations omitted). Plaintiff has alleged neither of these grounds in the instant case.

In determining whether good cause exists, a court may also look to the bases for relief from final judgment in Federal Rule of Civil Procedure 60(b).⁸ Carter Engineering Co., Inc. v. Carter, 1997 WL 241141, at *2 (E.D. Pa. May 5, 1997). Relief may be granted for the following reasons:

- (1) Mistake, inadvertence, surprise, or excusable neglect;
- (2) Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial;
- (3) Fraud, misrepresentation, or other misconduct of an adverse party;
- (4) The judgment is void;
- (5) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is not longer equitable that the judgment should have prospective application; or,
- (6) Any other reason justifying relief from the operation of the judgment.

Fed. R. Civ. P. 60(b).

In this case, plaintiff alleges that defendants deliberately violated the settlement “by making false misrepresentations on the partial settlement check made out to someone other than the name in the caption of the lawsuit.” While plaintiff does not explicitly state what the “false misrepresentations” were or to whom the settlement check was actually made out, it is clear to the Court that plaintiff is renewing her previous complaint – that the \$ 500.00 settlement check, given to her by counsel for defendants Sergeant Schaffer and the Horsham Township Police Department, was made out to “Patricia Fields,” not “Patricia A. Fields.” Notwithstanding this

⁸ To the extent that Local Rule 41.1(b) is inconsistent with Rule 60(b), the latter controls. Sawka v. Healtheast, Inc., 989 F.2d 138, 140 (3d Cir. 1993); DeAngelis v. Widener Univ. Sch. of Law, 1998 WL 964207, at *1 n.2 (E.D. Pa. Nov. 3, 1998).

“false misrepresentation,” plaintiff cashed the \$ 500.00 check.⁹

The Court concludes that plaintiff has not shown the cause necessary under Local Rule 41.1(b) to vacate, modify, or strike an order of dismissal issued after a settlement. See De Lage Landen, 2002 WL 1896123, at *1 (refusing to set aside settlement agreement where plaintiff had accepted payment in full). Nor has plaintiff shown any basis for relief under Fed. R. Civ. P. 60(b). There is no mistake or newly discovered evidence, and the conduct about which plaintiff complains does not amount to fraud, misrepresentation, or other misconduct. Therefore, even if the Court had subject matter jurisdiction over plaintiff’s request to reopen the settlement agreement, there are no grounds for doing so.

B. Plaintiff’s Motion for Judgment

Plaintiff’s Motion for Judgment, filed in the Montgomery County Court of Common Pleas on December 12, 2005, states, in its entirety:

This is a Motion for Judgment on the grounds that the defendants in this case, military, continue to file false police complaints against me with civilian law enforcement through identity theft and the defendants were never served in this case. I have excluded the second defendant, the attorney for the Commonwealth; but the Assistant United States Attorney, her clients and the civilian law officials are all working together, is why there was no service, that I became aware of on 8 Dec 05 at Philadelphia Sheriffs Department. I motion the Court for immediate judgement due to the fact that this has been in progress for 12 years.

The Court is mindful that it must broadly construe the allegations in a pro se plaintiff’s complaint. Haines v. Kerner, 404 U.S. 519, 520 (1972); Burch v. Reeves, 1999 WL 1285815, at *1 n.1 (E.D. Pa. Dec. 20, 1999). Even so, the only ground for relief asserted in plaintiff’s Motion

⁹ Plaintiff signed a statement on June 15, 2005, acknowledging receipt of the \$ 500.00 check. In a letter dated August 1, 2005, counsel for defendants Sergeant Schaffer and the Horsham Township Police Department advised the Court that plaintiff had cashed the check on June 15, 2005.

for Judgment is defendants' alleged filing of false police complaints, "through identity theft." Plaintiff does give any details about the allegedly false complaints, such as who filed them, what the false complaints allege, or even where they were filed.

The Court interprets plaintiff's Motion for Judgment as a Motion for Judgment on the Pleadings under Fed. R. Civ. P. 12(c). However, it is not clear how the issues alleged in the Motion for Judgment – filing false police complaints – relate to the issues raised in plaintiff's Complaint – false representations on the settlement check. If they are related, then the Motion for Judgment is denied for the same reasons the Complaint was dismissed. In the event that plaintiff's Motion for Judgment seeks to inject new issues into the case, it is denied, as such procedure is not permitted under the Federal Rules of Civil Procedure.

III. CONCLUSION

For the foregoing reasons, defendant Boyle's Motion to Dismiss is granted, plaintiff's Complaint is dismissed, and plaintiff's Motion for Judgment is denied. Because the rulings in this Memorandum apply to the entire case, the entire case is dismissed with prejudice.

BY THE COURT:

/s/ Jan E. DuBois
JAN E. DUBOIS, J.